

**“AMENDMENT #2”**  
**THIS AMENDMENT WILL ONLY BE RECORDED IF AMENDMENT #1**  
**SUBMITTING THE ASSOCIATION TO THE PROVISIONS OF THE**  
**GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT IS APPROVED**

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After Recording Return To:  
NowackHoward, LLC  
Resurgens Plaza, Suite 1250  
945 East Paces Ferry Rd, NE  
Atlanta, GA 30326  
Attention: Melinda K. Banks

Cross Reference:  
Deed Book 13344, Page 5936  
Deed Book \_\_\_\_\_, Page \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF COBB

**SECOND AMENDMENT TO THE DECLARATION OF**  
**PROTECTIVE COVENANTS FOR DEERFIELD CREEK SUBDIVISION**

This Second Amendment to the Declaration of Protective Covenants for Deerfield Creek Subdivision (hereafter referred to as “Amendment”) is made on the date set below.

W I T N E S S E T H:

**WHEREAS**, Grove Park Development, Inc., a Georgia corporation (hereafter referred to as “Declarant”), recorded that certain Declaration of Protective Covenants for Deerfield Creek Subdivision on March 20, 2001, in Deed Book 13344, Page 5936 of the Cobb County, Georgia deed records (hereafter referred to as "Declaration"); and

**WHEREAS**, that certain Amendment to the Declaration of Protective Covenants for Deerfield Creek Subdivision, was recorded on \_\_\_\_\_ in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the Cobb County, Georgia, records, for the purpose of electing to be governed by the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220, *et seq.*; and

**WHEREAS**, Article XII, Section 4 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of Owners of Lots to which two-thirds (2/3) of the votes in the Association appertain; and

**WHEREAS**, this Second Amendment has been approved by Owners of Lots to which two-thirds (2/3) of the votes in the Association appertain; and

**WHEREAS**, as of the date of this Amendment, the Declarant no longer owns any property which is subject to the Declaration; and

**WHEREAS**, this amendment does not alter, modify, change or rescind any right, title, interest or privilege granted or accorded to the holder of any deed to secure debt encumbering

any Lot within Deerfield Creek, as defined in the Declaration. However, if a court of competent jurisdiction determines that this Amendment does so without such mortgage holder's consent, then this Amendment shall not be binding on the mortgage holder so involved unless it consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holder; and

**WHEREAS**, the Second Amendment shall be effective upon recording in the Cobb County, Georgia records; and

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1.

**Article I of the Declaration is hereby amended by adding a new Section 1.26 thereto as follows:**

**1.26 “Occupant”:** means any person who stays or remains at a Lot overnight or for a longer period. “Occupy” or “Occupancy” shall refer to the situation when a person stays or remains in a Lot for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Lot using the services of “AirBnB”, “VRBO”, “HomeAway”, “Couchsurfing” or similar websites or online platforms on which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Lot is considered Leasing which is prohibited under Article VI, Section 5 of this Declaration.

2.

**Article VI, Section 5 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:**

Section 5. Occupancy.

For the express purpose of preserving the character of the Community as one of predominantly owner-Occupied Lots, the Occupancy of Lots is restricted as provided herein.

(A) Definitions. The defined terms used in this Article VI, Section 5 shall have the following definitions:

(i) “Authorized Corporate Occupant” is as defined in Section Article VI, Section 5(D) hereof. Persons Occupying a Lot through use of “AirBnB”, “VRBO”, “HomeAway”, “Couchsurfing” or similar accommodation-sharing websites or online platforms shall not be considered Authorized Corporate Occupants hereunder.

(ii) “Family Member” shall be defined as an Owner's parent or parent-in-law; an Owner's spouse; or an Owner's child or step-child.

(iii) “Grandfathered Owner” means an Owner who is Leasing his or her Lot in compliance with the Declaration and pursuant to a written Lease on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the

Board with a copy of the Lease in effect on the Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date.

Grandfathering shall automatically expire and any Lease of the Lot shall automatically terminate on the earlier to occur of: (1) the date the Grandfathered Owner conveys any interest in title to the Grandfathered Lot (other than to the Grandfathered Owner's legal spouse); or (2) the date the Owner of the Grandfathered Lot Occupies the Grandfathered Lot as his or her primary residence.

(iv) "Grandfathered Lot" means the Lot owned and Leased by a Grandfathered Owner on the Effective Date hereof.

(v) "Guest" shall be defined as a person who: (a) is known to and is specifically invited by an Authorized Occupant or Authorized Corporate Occupant to Occupy a Lot; (b) Occupies the Lot on a temporary basis for less than ninety (90) days in a year; and (c) does not provide any Authorized Occupant or Authorized Corporate Occupant any consideration or benefit in exchange for his or her Occupancy of the Lot, including but not limited to any fee, service, gratuity or emolument, as may be determined by the Board in its reasonable discretion. Persons Occupying a Lot through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Guests hereunder.

(vi) "Lease" means any agreement, written or oral, by which a Lot Owner conveys a right to Occupy a Lot or any portion thereof to another Person. Lessee means the person(s) Leasing a Lot.

(vii) "Leasing" is defined as the Occupancy of a Lot by any person(s) other than: (1) the Owner or a Family Member of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant; or (3) a Roommate or Guest when the Lot's Authorized Occupant or Authorized Corporate Occupant: (i) Occupies the Lot at the same time as the Roommate or Guest; (ii) uses the Lot as his/her primary residence; and (iii) Occupies the Lot for at least six (6) months out of each calendar year.

(viii) "Occupant" means any person who stays or remains at a Lot overnight or for a longer period. "Occupy" or "Occupancy" shall refer to the situation when a Person stays or remains in a Lot for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Lot using the services of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Lot is considered Leasing which is prohibited under this Section.

(ix) "Owner" For the purposes of this Article VI, Section 5 only, the definition of "Owner" shall not include any record holder of an interest in title to a Lot that is ten percent (10%) or less, unless all title interests are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors of the Association by sworn affidavit and competent evidence (in addition to the title documents filed in the land records or with other governmental agencies or departments) that the distribution of title interests in the Lot: (1) is a bona fide fee simple transfer for value, (2) is otherwise in good faith, and (3) is not intended to avoid a violation of the requirements of this Article VI, Section 5 or of any other provision of, or the purposes of, the Declaration, the By-Laws, or the Association's rules and regulations and use restrictions ("Association Governing Documents"), as such is determined by the Board in its

discretion. The record holders of all of the title interests in the Lot shall have the burden of proof and it shall be presumed that a holder of a title interest of 10% or less is not an "Owner" for the purposes of this Article VI, Section 5 of the Declaration. In its sole discretion, the Board may require submission of true and accurate information in order to evaluate the transaction and aid its determination.

This modification to the definition of "Owner" shall not be construed to affect the validity of any transfer of title to or ownership of a Lot (as ownership may otherwise be defined by law), it being the intent of the parties to this Declaration to only regulate and restrict the Occupancy of Lots. Further, this modification to the definition of "Owner" shall not be construed to exempt any record holder of an interest in title to a Lot who is otherwise an "Owner" within the meaning of Exhibit "B" Section (m) of this Declaration, regardless of his or her respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of this Declaration other than this Article VI, Section 5, including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(x) "Roommate" shall be defined as any person who Occupies a Lot as his/her primary residence pursuant to an agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the "Roommate Agreement") under which such person will Occupy the entirety of the Lot for a period of at least one-hundred eighty (180) consecutive days, during which period the Authorized Occupant or Authorized Corporate Occupant also Occupies the Lot. Persons Occupying a Lot through use of "AirBnB", "VRBO", "HomeAway", "Couchsurfing" or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Roommates hereunder.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as Family Member, Roommate or Guest meets the requirements set forth hereunder for Family Members, Roommates and Guests, including but not limited to requesting copies of the Roommate Agreement, if any.

(B) Leasing Restriction: Leasing of Lots is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (3) the Association. Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(i) Hardship Leasing Permits.

If the inability to Lease will result in an undue hardship to a non-Grandfathered Owner, such Owner may apply to the Board of Directors for a Hardship Leasing Permit. Such a permit, upon its issuance, shall allow an Owner to Lease his, her or its Lot provided that such Leasing is in accordance with the terms of the Hardship Leasing Permit and this Declaration. The Board of Directors shall have the authority to establish conditions as to the application for, form, duration and use of such Permits consistent with this Section.

A hardship is a condition which results in a disproportionate financial burden or obstacle and one which is not caused by an Owner's action or inaction. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering

the following factors: (a) the nature, degree, and likely duration of the hardship, (b) the harm, if any, which will result to the Community if the Hardship Leasing Permit is approved, (c) the Owner's ability to cure the hardship; (d) the Owner's involvement in causing the hardship; and (e) whether previous Hardship Leasing Permits have been issued to the Owner.

The Board of Directors shall have the authority to establish conditions as to the application for, duration and use of Hardship Leasing Permits consistent with this Article VI, Section 5. Hardship Leasing Permits shall not be transferable between either Lots or Owners. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year and shall automatically expire at the conclusion of such one year term.

(ii) Denials and Revocation of Permits.

Hardship Permits are automatically revoked upon: (1) the sale or transfer of ownership or record title interest in the Lot (excluding sales or transfers to an Owner's legal spouse); (2) the failure of an Owner to have a written Lease for the Lot (entered into in compliance with the terms of this Declaration and a complete executed copy given to the Association) and Lessees Occupying the Lot pursuant thereto for 90 consecutive days at any time after the issuance of such permit for 90 consecutive days at any time after the issuance of such permit; (3) the Occupancy of the Lot by the Owner; (4) the failure of an Owner to submit to the Board an executed Hardship Leasing Permit, in the form approved by the Board, within 30 days of the written notice that such Hardship Leasing Permit is available; or (5) the occurrence of the date referenced in a written notification by the Owner to the Board of Directors that the Owner will, as of said date, no longer need the Leasing Permit.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Hardship Leasing Permit upon the following occurrences: (1) when an Owner fails to pay all delinquent assessments, fines, or other charges, including the Uniform Leasing Charge, owed to the Association within ten (10) days after the Association sends a written notice to the Owner stating that the Owner is more than thirty (30) days delinquent and that the Permit shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; (2) when an Owner fails to provide a Local Contact Person and Local Contact Person Information, within ten (10) days after the Association sends a written notice to the Owner stating that the Owner has failed to comply and provide such information and that the Permit shall be revoked unless the Owner complies and provides the required information showing compliance within ten (10) days after the Association sends the written notice; or (3) if the Owner or the Owner's Occupants, Lessees, Guests, Roommates, or invitees violate the Declaration, Bylaws or rules and regulations of the Association in a non-monetary manner (this shall specifically include the failure of the Owner's Local Contact Person to comply with the criteria set forth herein, provided, however, the Board shall first provide written notice to the Owner and provide the Owner with a right to request a hearing by providing a written request for a hearing before the Board within ten (10) days of the Board's sending of its written notice of intention to revoke the Permit. The Hardship Leasing Permit shall be revoked for such non-monetary violation if the Board so determines after a hearing, or upon the last day of the Owner's right to request a hearing if the Owner fails to request a hearing.

An Owner may apply for an additional Hardship Leasing Permit at the expiration or revocation of a previous one, though application for an additional Hardship Leasing Permit does not guarantee approval of the request.

(C) General Leasing Provisions.

Leasing in the Community shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the Lease of a Lot, the Owner shall provide the Board with a copy of the proposed Lease. All Leases shall be in writing and must comply with this Article VI, Section 5 and this Declaration, the Association's Bylaws, the Articles of Incorporation and any rules and regulations promulgated by the Board pursuant thereto. If a proposed Lease does not comply, the Board shall notify the Owner of the action to be taken to bring the Lease into compliance. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed Lessee.

(ii) Local Contact Person. As a condition of Grandfathering or issuance of a Hardship Leasing Permit hereunder, each Owner to whom a Hardship Leasing Permit is issued, and each Grandfathered Owner, shall designate a local contact person who has access and authority to assume management of the Leased Lot and take remedial measures while the Lot is being Leased (the "Local Contact Person"). Such Owner shall provide to the Board of Directors the Local Contact Person's name, e-mail address, phone number and physical address (the "Local Contact Person Information") within thirty (30) days of issuance of a Hardship Leasing Permit to the Owner. The Owner must inform the Board in writing of any change to the Local Contact Person or Local Contact Person Information at least seven (7) days prior to the change taking effect.

The Local Contact Person must meet all of the following requirements: (1) The Local Contact Person may not be a Lessee or Occupant of the Leased Lot for which they are serving as the Local Contact Person; (2) The Local Contact Person must be at least 21 years of age; (3) There shall only be one designated Local Contact Person per Leased Lot any given time; (4) The Local Contact Person must maintain a primary business or home address within thirty (30) miles of the Lot; (5) The Local Contact Person must be a natural person. So long as the foregoing requirements are complied with, an Owner may designate himself, herself, or itself as the Local Contact Person, or may retain a managing agent or other representative to serve as the Local Contact Person.

The Local Contact Person shall be required to respond to a phone call or e-mail from a member of the Board of Directors, the Association's managing agent, or any person acting at the direction of the Board within twelve (12) hours of such phone call or e-mail. Within twenty-four (24) hours of being requested to do so by the Board, the Association's managing agent, or any person acting at the direction of the Board, the Local Contact Person shall physically appear at the Lot to address any non-emergency violation of the Association Governing Documents. The Local Contact Person shall physically appear at the Lot within one hour after being notified by the Board of Directors, the Association's managing agent, or any person acting at the direction of the Board of any disturbance, complaint or violation of the Association Governing Documents requiring, in the Board's discretion, immediate remedy or abatement regarding the condition, operation, or conduct of Occupants of the Leased Lot. The Board of Directors may, in its discretion, publish or otherwise provide the Local Contact Person and Local Contact Person Information to other members and residents in the Community, as well as law enforcement and government officials, so that they may contact the Local Contact Person directly concerning the Lot and its Occupants.

Failure to appoint a Local Contact Person, provide Local Contact Person Information and/or failure of the Local Contact Person to comply with the requirements set forth in this Section shall be grounds for revocation of the Hardship Leasing Permit, and termination of the Lot and Owner's Grandfathered status.

(iii) General. Lots may be Leased only in their entirety; no fraction or portion of a Lot may be Leased. There shall be no subleasing of Lots or assignment of Leases unless approved in writing by the Board. Within ten (10) days after executing a Lease agreement for the Lease of a Lot, the Owner shall provide the Board with: (1) a copy of the executed Lease; (2) the names, phone numbers, e-mail addresses, work locations and work phone numbers of all of the Occupants of the Lot; (3) the Owner's primary residence address and phone number, e-mail address, work location and work phone number; and (4) such other information required by the Board. The Owner must keep the Board of Directors informed in writing of the Owner's current mailing and e-mail address for notice at all times when such Owner's Lot is being Leased.

All Leases shall include an acknowledgement by the Lessee that it has received and reviewed the Association Governing Documents and a covenant by the Lessee to comply with the terms of the Association Governing Documents. Any Lease of a Lot shall also be required to contain or incorporate by reference the terms set forth in Article VI, Section 5(C)(v) and (vi) below. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the Lease by the existence of this covenant, and the Lessee, by Occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the above-referenced language into the Lease. The Owner must provide the Lessee copies of the Association Governing Documents.

(iv) Short-Term Leasing Prohibited.

(A) General. All Leases must be for an initial term of not less than one (1) year, except with written Board approval. No Lot or any part thereof shall be Leased, rented, Occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as any Lease, rental or Occupancy of a Lot by any person other than an Authorized Occupant or Authorized Corporate Occupant, for a period of less than thirty (30) consecutive days, except as expressly permitted herein for Guests. For purposes of clarification, the Occupancy of a Lot by any person for any period of time arranged through use of "AirBnB", "VRBO", "HomeAway", "Flipkey", "Couchsurfing" or similar websites or online platforms on which property owners offer properties and/or rooms for short-term rentals, stays and/or Occupancy is considered transient purposes and is prohibited.

In addition to all other enforcement remedies provided under this Declaration and applicable law, the enforcement actions available to the Board for violations of this Article VI, Section 5 include but are not limited to: (1) the levying of daily fines against a violating Owner, Occupant and/or Lot in an amount up to the greater of (i) the highest nightly rate at which such Lot is offered for Lease or (ii) five hundred dollars (\$500.00) per day that the Lot is Leased in violation of this sub-Paragraph; and/or (2) the filing of a lawsuit to enjoin the unauthorized Leasing and require removal of any unauthorized Occupants. All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific assessment against the Owner and a lien against the Owner's Lot.

(B) Solicitation of Short-Term Leasing Violations. If any Lot is advertised, listed or otherwise offered on "AirBnB", "VRBO", "HomeAway", "Flipkey", "Couchsurfing", "Booking.com" or any similar websites or online platforms as available for Leasing that would violate this Article VI, Section 5, the Owner of such Lot shall: (1) be subject to fines levied by the Board in an amount up to the greater of: (i) the highest nightly rate at which such Lot is advertised, offered or listed for Leasing that would violate

this sub-Section; or (ii) five hundred dollars (\$500.00) per day for each day that the Lot is advertised, offered or listed for Leasing that would violate this sub-Section. Any such fines levied hereunder shall be the personal obligation of the Owner to pay and shall constitute a lien against the Lot until paid.

(C) The limitation on daily fine amounts stated herein shall apply only to violations of this Section and shall not operate as a limitation on fines for any other violations of this Article VI, Section 5 or this Declaration.

(v) Compliance with Declaration, Bylaws, and Rules and Regulations. All Lessees and Occupants shall comply with all provisions of the Association Governing Documents and shall control the conduct of all other Occupants and Guests of the Leased Lot in order to ensure such compliance. The Owner shall cause all Occupants of his, her or its Lot to comply with the Association Governing Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any such violation. If the Lessee, or a person living with the Lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner or the Lessee, and such fine may be assessed against either the Owner or Lessee, at the Board's option. If the Board determines to first assess the fine to the Lessee, and the fine is not paid by the Lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine.

If a Lot is Leased or Occupied in violation of the Association Governing Documents, or if the Owner, Lessee, any Occupant, invitee or any guest violates same, such violation shall be deemed to be a default under the terms of any Lease or Occupancy agreement for the Lot and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the Lease and/or Occupancy and to evict the Lessee and all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon **15** days' notice, notwithstanding any notice requirement in the Lease or Occupancy terms. Once the Association invokes its right to terminate the Lease or Occupancy and evict the Lessee and Occupant(s), the Owner no longer has the right to extend or revive the terminated Lease or Occupancy in any way.

(vi) Liability for Assessments. When an Owner who is leasing his, her or its Lot fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Lessee during the period of delinquency. Upon request by the Board, Lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the Lease and any other period of Occupancy by Lessee. However, Lessee shall not be required to make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by Lessee shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to lessor. If Lessee fails to comply with the Board's request to pay assessments or other charges, Lessee shall pay to the Association all amounts authorized under the Declaration as if Lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.



(vii) Use of Common Property. The Owner transfers and assigns to the Lessee, for the term of the Lease of a Lot, any and all rights and privileges that the Owner has to use the Common Property as a result of owning that Lot, including but not limited to, the use of any and all recreational facilities and other amenities.

(viii) Uniform Leasing Charges. The Board of Directors shall have the authority to assess to each Lot that is Leased in any calendar year annual Uniform Leasing Charge(s) in an amount not to exceed, per category of charge, the greater of: (1) the annual assessment for the Lot; or (2) the actual costs incurred by the Association as a result of such Owner's Leasing of his or her Lot.

The Board shall publish annually, at the same time as it issues the annual budget to the Owners, the amount of the Uniform Leasing Charge then in effect. The applicable Uniform Leasing Charge must be paid in full on or before the date on which the Owner submits the executed Hardship Leasing Permit or, for a Grandfathered Owner, the current Lease.

The Uniform Leasing Charge shall be imposed on a calendar year basis, with the amount due prorated for the Hardship Leasing Permits issued during the year. The Uniform Leasing Charges imposed herein are non-refundable in whole or in part.

(ix) Applicability to Certain Lease Agreements. Leases existing on the date that this Amendment is recorded in the Cobb County, Georgia records (the "Effective Date") shall be subject to this Article VI, Section 5 but shall not initially be subject to the terms of Article VI, Section 5(B) herein; such Leases may continue in accordance with the terms of the Declaration as existed prior to this Amendment. However, any change in Occupancy, assignment, extension, renewal, or modification of any Lease, including, but not limited to, changes in the terms or duration of Occupancy or identities of Lessees, shall be considered a termination of the old Lease and commencement of a new Lease which must comply in full with this Article VI, Section 5. Further, this Section shall not apply to any leasing transaction entered into by the Association. The Association shall be permitted to lease a Lot without first obtaining a permit in accordance with this Section.

(D) Corporate Occupancy.

If an Owner of a Lot is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural person, then such Owner's Lot may only be Occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Article VI, Section 5(D) (the "Authorized Corporate Occupant").

(i) Definition. An Authorized Corporate Occupant shall only be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided that to qualify as a Authorized Corporate Occupant: (1) neither the Owner, nor any other interest holder in the Lot or in the Owner, may receive any rent or other consideration for such Occupancy; (2) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Lot must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Lot or the Authorized Corporate Occupant's Occupancy thereof; and (3) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of this Section of the Declaration, or the purposes thereof, as such is determined by the Board in its discretion.

Notwithstanding the above, if the natural person proposed by Owner as the Authorized Corporate Occupant of its Lot is not: (1) the sole officer or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (2) at least a fifty percent (50%) member of an Owner that is a limited liability company; (3) at least a fifty percent (50%) member of an Owner that is a partnership; or (4) at least a fifty percent (50%) beneficiary of an Owner that is an non-revocable trust, then it shall be presumed that the designation of such natural person is not in good faith and that the natural person does not fit within the definition of Authorized Corporate Occupant hereunder. In order to overcome this presumption, the Owner shall bear the burden of proving to the Board, in its discretion, that the designation of such natural person as Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of Article VI, Section 5 of the Declaration, or the purposes thereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ii) Designation. An Owner who is not a natural person may apply to have a natural person designated as an Authorized Corporate Occupant by providing the Board a written application that includes the name of the proposed Authorized Corporate Occupant and documentation evidencing the proposed Authorized Corporate Occupant's relationship with the Owner. The Board may require submission of additional true and accurate information that the Board deems necessary, in its sole discretion, to determine whether the natural person proposed as an Authorized Corporate Occupant meets the requirements for Authorized Corporate Occupancy hereunder. Information which may be requested by the Board may include, but not limited to, Owner's organizational documents, books and records, and affidavits from Owner's officers, directors, members and trustees.

Upon a determination that a natural person meets the requirements of this Article VI, Section 5 for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Owner designating the natural person as the Authorized Corporate Occupant of Owner's Lot. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon such person ceasing to meet the definition of Authorized Corporate Occupant set forth herein.

The designated person to Occupy a Lot shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

3.

**Except as stated herein, the Declaration shall remain unchanged.**

**IN WITNESS WHEREOF**, the undersigned officers of Deerfield Creek HOA, Inc. hereby certify that this Amendment was duly adopted by the required majority of the Association's membership, with any required notices duly given.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

DEERFIELD CREEK HOA, INC.

\_\_\_\_\_  
Signature of President

Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Secretary

Print Name: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

Witness: \_\_\_\_\_

\_\_\_\_\_  
Notary Public